

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA,

v.

23-CR-63-LJV

SIMON SANTOS-ARIAS,

Defendant.

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**INFORMATION**

(Title 18, United States Code, Section 1349)

**COUNT 1**

**The United States Attorney Charges That:**

1. At all times relevant in this Information, Medicare is a “health care benefit program” as that term is defined in Title 18, United States Code, Section 24(b).

2. Between in or about December 2017 and in or about September 2018, in the Western District of New York and elsewhere, the defendant, SIMON SANTOS-ARIAS, did knowingly, willfully and unlawfully combine, conspire, and agree with others, known and unknown to the government, to execute a scheme and artifice to defraud Medicare, and to obtain, by means of false and fraudulent pretenses, representations, and promises, money owned by and under the custody and control of Medicare, in connection with the delivery of and payment for health care benefits and services, in violation of Title 18, United States Code, Section 1347.

3. In about January 2018, the defendant commenced working with a telemedicine company, utilizing his then active medical license in the State of New York to prescribe medications to various clients who were targeted by a pharmaceutical marketing company,

operating out of Syracuse, New York. The defendant was paid by the telemedicine company for his services.

4. The telemedicine company agreed to provide the Syracuse telemarketing company with physicians to prescribe medications to Low-Income Subsidy (LIS) Medicare recipients who were targeted by the marketing company. The marketing company then marketed medications to these Medicare recipients that were reimbursed by Medicare at higher rates, but which were medically unnecessary.

5. The defendant's role in the conspiracy was to sign prescription forms that contained materially false and fraudulent representations, to wit, prescribing medications that were pre-selected by the marketing company and which were medically unnecessary.

6. In furtherance of the conspiracy the signed prescriptions were sent to pharmacies the marketing company had a relationship with. The pharmacy would then obtain reimbursement for the fraudulent prescriptions from health insurance companies that offered Medicare prescription drug plans. The insurance companies were then reimbursed by Medicare.

**All in violation of Title 18, United States Code, Section 1349.**

DATED: Buffalo, New York, July 7, 2023.

BY:   
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